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3
4 BILL NO. S-72-12- 45

5 SPECIAL ORDINANCE NO. A 02-73

6
7 AN ORDINANCE approving Agreement to Purchase
8 real estate from Joe H. Cook and Annie R. Cook.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
10 INDIANA:

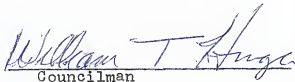
11 SECTION 1. The Agreement to Purchase real estate, dated
12 October 12, 1972, between the City of Fort Wayne, by and
13 through its Mayor and Board of Public Works, and JOE H. COOK
14 and ANNIE R. COOK, for the real estate described as follows,
15 to-wit:

16 The North twenty-six (26) feet of Lot number
17 Two Hundred Eleven (211) in Lewis addition to
18 the City of Fort Wayne.


19 (1807 So. Lafayette Street)

20 for the sum of \$4,400.00, cash to be paid upon the delivery of a
21 good and sufficient Warranty Deed for said real estate, all as
22 more particularly set forth in said Agreement to Purchase,
23 which is by reference incorporated herein and made part hereof,
24 is hereby in all things ratified, confirmed and approved.

25 SECTION 2. This Ordinance shall be in full force and effect
26 from and after its passage and approval by the Mayor.

27
28 
29 Councilman

30 Approved as to form and legality.

31
32 
33 John H. Logan, Associate City Attorney
34
35

Read the first time in full and on motion by Hinga seconded by Stier and duly adopted, read the second time by title and referred to the Committee on Finance (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

Date: 12/28/72 Charles W. Tishman
CITY CLERK

Read the third time in full and on motion by Hinga seconded by Nuckols and duly adopted, placed on its passage. Passed (1957) by the following vote:

	AYES <u>9</u> :	NAYS <u>0</u> :	ABSTAINED _____	ABSENT _____ to-wit:
Burns	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hinga	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kraus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nuckols	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talarico	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date 1-9-73 Charles W. Tishman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 102-73 on the 9th day of January, 1973.

ATTEST: (SEAL) Charles W. Tishman Charles W. Tishman
CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of January, 1973 at the hour of 10:30 o'clock A M., E.S.T.

Approved and signed by me this 2nd day of January, 1973 at the hour of 4:00 o'clock P M., E.S.T.

John A. Seaman
MAYOR

Bill No. S-72-12-45

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

approving Agreement to Purchase real estate from Joe

H. Cook and Annie R. Cook

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga - Chairman

John Muckols - Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

William T. Hinga
John Muckols
James S. Stier
Samuel J. Talarico
Paul M. Burns

CONCURRED IN

DATE 1-9-73 CHARLES W. WESTERMAN, CITY CLERK

59-91-18

AGREEMENT TO PURCHASE REAL ESTATE

DATE: October, 1972

TO: Joe H. & Annie R. Cook

OWNERS

I hereby agree to purchase from you for the sum of \$ 4,400⁰⁰,
the real estate in Allen county, Indiana, commonly known as North 26 feet of
Lot 211 in Lewis Add. to the City of Fort Wayne, Ind.,
the legal description of which is: 1807 So Lafayette St
Fort Wayne, Ind.

I will pay said sum of \$ 4,400⁰⁰, for said property upon the
following terms: Cash upon delivery by you
of a Warranty Deed and comply with
provisions hereafter set forth.

This Agreement to Purchase is made subject to the following terms and conditions:

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in
Nov (November), 1972, and all subsequent taxes, and I shall assume and pay any assessments
upon said real estate for improvements which may become a lien after the date of this Agreement to
Purchase.

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the
dimensions thereof and the location of all improvements located thereon, as of the date hereof.

3. Prior to the execution of the (Warranty Deed) (~~Land Contract~~) you will furnish, at your
expense, a properly prepared abstract of title for said real estate, continued to a date after the date of
this Agreement to Purchase, disclosing a marketable title in you. I will have said abstract examined
by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a
reasonable time to meet such requirements, if any, as may be necessary to render marketable the title
to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by The
Allen County Indiana Bar Association.

4. This transaction shall be closed as soon as your title to said real estate meets necessary legal
requirements and I obtain the necessary financing, if any, as hereinabove provided. At said closing,
you shall deliver to me a properly executed (Warranty Deed) (~~Land Contract~~) as hereinabove pro-
vided, (conveying) (~~conveying to me~~) to me said real estate and all improvements thereon in
the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the
risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to
me of said (Warranty Deed) (~~Land Contract~~). In the event said real estate and all improvements
thereon cannot be (conveyed) (~~conveyed to me~~) to me in substantially their present condi-
tion, usual wear and tear excepted, this agreement, at my election, shall not be binding upon me, and
my earnest money deposited hereunder shall be returned to me without delay.

5. Possession of said real estate shall be delivered to me on October 10, 1972 at closing
Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled (~~cancelled~~) as of
the date of closing. You will pay all charges for utility services furnished said premises until the date
possession is surrendered to me.

6. This Agreement to Purchase includes all improvements and permanent fixtures used in con-
nection with said real estate including but not necessarily limited to the following: All electrical, gas,
heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds.

drapery hardware, awnings, attached carpeting, linoleum, radio or television, flowers, fences, and ~~if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time I accept title to said real estate, unless otherwise specified and agreed to by me.~~

7. I hereby represent that my intended use of the said real estate requires a zoning classification of unimproved and this Agreement to Purchase is contingent on the said real estate being in such use district.

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and me, our heirs and personal representatives.

9. I hereby deposit with your Agent, to be used as earnest money in this transaction, the sum of \$ 500.00, and upon your written acceptance of this Agreement to Purchase, I will deposit with your said agent additional earnest money in the sum of \$ 500.00, all of which earnest money is to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing by you on or before the 19 day of 19, then the same shall be null, void and of no force and effect, and any earnest money deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purchase as agreed, my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

Buyer: John D. Brownell
Address: 1005 14th Street
Phone: 1005 14th Street

Buyer:

Address:

Phone:

Member of Board of Directors, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ 500.00, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 19 day of 19

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof

and also agree to pay our said agent a commission of \$ 50.00, which sum shall be deducted from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transaction.

Dated this 19 day of 1972
Seller: Joe R. Cook
Address: 1005 14th Street
Phone: 1005 14th Street

Seller: (ANNIE R. COOK)
Address: ANNIE R. COOK
Phone: ANNIE R. COOK

I, ANNIE R. COOK, Agent for the owners of the property herein described, hereby acknowledge receipt of earnest money deposit in the sum of \$ 500.00, made by the above Offeror, to be held by me in escrow according to the terms of the above Agreement to Purchase.

Dated this 19 day of 19

DIGEST SHEET

known
TITLE OF ORDINANCE Special Ordinance to purchase property

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Agreement to purchase property Lot 211 Lewis

Addition. (copy of agreement attached) This property located at 1807 South

Lafayette Street is needed in connection with proposed location of city departments.

EFFECT OF PASSAGE More property to include in our City Utilities

Garage complex area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$4,400.00

ASSIGNED TO COMMITTEE (J.N.) _____

ORDINANCE CHECK-OFF SHEET

INFORMATION REGARDING ORDINANCE

CONTENTS OF ORDINANCE

BILL NO.	<i>72-12-45</i>
ORDINANCE NO.	<i>D-02-73</i>
REGULAR SESSION	<i>12-28-72</i>
SPECIAL SESSION	
APPROVED AS TO FORM AND LEGALITY	<i>Lagan.</i>
BILL WRITTEN BY	<i>Ch. of Public Works</i>
DATE INTRODUCED	<i>12-28-72</i>
REFERRED TO SAID STANDING COMMITTEE	<i>Finance</i>
REFERRED TO CITY PLAN	
LEGAL PUBLIC HEARING	
LEGAL PUBLICATION	
JOINT HEARING	
DEPARTMENT HEARING	
HOLD FILE	
<i>X</i> PASS	<i>1-9-73</i>
DO NOT PASS	
WITHDRAWN	
SUSPENSION OF RULES	
PRIOR APPROVAL	
ORDINANCE TAKEN OUT OF OFFICE	
OTHER INSTRUCTIONS REGARDING ORDINANCE	
CORRECTIONS MADE TO ORDINANCE	
PEOPLE SPEAKING FOR ORDINANCE	
PEOPLE SPEAKING AGAINST ORDINANCE	

<i>X</i>	COMMITTEE SHEET
<i>X</i>	VOTE SHEET
	PURCHASE ORDERS
	BIDS
	ORDERS, BIDS OR OTHER PAPERS TAKEN OUT AND BY WHOM
	LETTER REQUESTING ORDINANCE DRAWN UP BY CITY ATTORNEY
	COMMUNICATIONS FROM
	ZONING MAPS
	<i>Agreement to purchase real estate.</i>
	ABSTRACTS
	TITLES
	PRIOR APPROVAL LETTER

Deputy Clerk

COUNCILMAN'S VOTE

	<i>9</i>	AYES	NAYS	ABSENT
BURNS	<i>X</i>			
HINGA	<i>X</i>			
KRAUS	<i>X</i>			
MOSES	<i>X</i>			
NUCKOLS	<i>X</i>			
D. SCHMIDT	<i>X</i>			
V. SCHMIDT	<i>X</i>			
STIER	<i>X</i>			
TALARICO	<i>X</i>			

COMMENTS: